

**CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, APRIL 17, 2023
6:00 PM**

The meeting is available online via the City of Greensburg Facebook page.

A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS

All comments are limited to a maximum of three minutes for each speaker. In accordance with the Open Meetings Act, City Council members may not discuss or take action on any item that is not on the Agenda.

E) CONSENT AGENDA

These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.

1. Approval of Minutes
 - a. Regular Meeting – April 3, 2023
2. Appropriation Ordinance
 - a. Ordinances #1242

F) PROCLAMATION: Arbor Day 2023

G) APPOINTMENTS: Planning Commission

H) ITEMS OF BUSINESS

1. Electric Poles Purchase
2. Consider Pumptrack Purchase
3. 2023 1st Quarter Financial Report

I) CITY STAFF REPORTS

J) GOVERNING BODY COMMENTS

K) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

To be placed on future agendas please contact City Administrator Stacy Barnes at administrator@greensburgks.org or call City Offices at 620-723-2751.

**Greensburg City Council
April 3, 2023
City Hall**

A. CALL TO ORDER

Mayor Matt Christenson called the April 3, 2023 meeting to order at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE & INVOCATION

The Pledge of Allegiance was said. The invocation was given by Pastor Jon Harrison.

C. ROLL CALL & APPROVAL OF THE AGENDA

Council Present: Mark Trummel, Pam Reves, Chance Little, Nathan Charlton, and Haley Kern were present. City Administrator Stacy Barnes and City Clerk Christy Pyatt were also present.

Trummel made a motion to approve the agenda as presented. Charlton seconded, and the motion passed 5-0.

D. CITIZEN COMMENTS

There were no comments provided before or during the meeting.

E. CONSENT AGENDA

Kern made a motion, seconded by Charlton, to approve the Consent Agenda as presented. The motion passed 5-0.

F. APPOINTMENT: Greensburg Tourism Board

The Tourism Board has a vacancy in an unexpired term ending December 31, 2023. The Board has recommended Kelly Askew, 5.4.7. Arts Center, to fill the remainder of the term. Kern motioned to approve the recommendation, seconded by Reves. The motion passed 5-0.

G. ITEMS OF BUSINESS

1. Police Department Staffing

During this year's planning retreat, Council discussed the possibility of changing the currently budgeted part-time police officer position to a full-time officer for the remainder of the year, as well as adding a part-time officer in 2024. Staff was asked to bring Council budget numbers and a proposal for the 2023 adjustment. Chief Webb is out of town this week for training but provided a memo reporting approximately \$36,351.17 needed to fund the full-time position for the remainder of the year, if the position was filled right away. This included salary; payroll taxes; health and dental insurance; KPERS Retirement; and the City's Group Life Insurance plan. Webb estimated that \$8,250 of the department's 2023 budget could be applied towards the position. He reported that the position would allow for coverage for both first and second shift every day, with later hours on Fridays and Saturdays. Webb previously reported that he has an interested, certified candidates for both a full-time and a part-time position. Barnes provided a chart of 2022 General Fund expenditures in the meeting packet. All funds shown in the chart live within the General Fund. As shown, the Administration fund had remaining funds in 2021 and 2022. If 2023 follows suit, that department should have enough funds to cover the Police Department change. Barnes noted the \$50,000 in Capital Outlay, which was previously earmarked for street repairs. Barnes only concern would be unforeseen expenses but noted that the City does have reserve funds available as well.

Trummel had reviewed the information provided and asked if the Police budget would need to be increased in 2024 from where it is today. That would be the case. Reves asked about the Amendment Fund and what it can be used for. There was discussion about how the General Fund works as far as individual departments (lines) within the fund going over budget so long as the total expenditures within General do not exceed the adopted budget. Charlton voiced concern that another vehicle would need to be purchased. Barnes clarified that Webb does not intend to purchase another vehicle at this time. He has stated that the shift rotation will allow officers to rotate using the current vehicles. Webb had stated that Council could look at another purchase when the Amendment Fund is adequate to accommodate such a purchase.

Little asked if anyone was aware of what the ultimate goal was when the Department was started, asking if the City is above or below what was anticipated. Kern stated that former Administrator Ed Truelove wanted to establish a full fledged Police Department. Christenson noted that, at the time, the City was receiving little to no enforcement of city codes and ordinances and had looked at a variety of options to remedy the situation. Trummel stated that he feels the City is where it wanted to be. Little, concurred, stating that the City has met its need and that he sees no reason to grow the department further. Charlton also voiced that he was not in favor of adding to the department but would rather ask more out of current part-time officers. Little stated he feels the department is doing a fantastic job with what they have. He has heard from citizens that feel the same. Wishing Webb was available to answer questions, Kern asked if Webb would not look for a part-time if the full-time was added. Christenson noted that a part-time officer would be more of an emergency fill-in when needed or when current employees are away. He pointed out that part-time officers are difficult to find and that the current part-time officers are not necessarily available to give the City more time due to their full-time obligations. Christenson stated he was hesitant to add an unbudgeted full-time position this early in the year, clarifying that it would be more appropriate to discuss the position at budget time. Trummel believes that at some point the City will have to reach a limit. He and Little expressed that the Police Department have been working together well. Little stated that legally the Sheriff's Office has to respond to calls within the city if there is not a city officer available, though how fast they respond would be on the Sheriff's Office. Reves concurred. Consensus of the Council was to not move forward with an additional part-time position at this time.

2. Land Bank Policy

Briefly discussed at planning meeting were administrative challenges Staff has been experiencing with the current Land Bank Policy, which they have found to be very redundant. Barnes offered an amended policy that removes the redundancy, simplifies the policy, changes some language to what it going on in Greensburg (rather than the city the original policy was adopted from.) The proposed policy also removes the right-of-first refusal.

Trummel made a motion to adopt the amended policy as presented. Reves second, and the motion passed 5-0.

3. KPP Energy Potential Solar Project Discussion

In the meeting packet, Barnes provided a description of a proposal from KPP Energy for a potential grid scale solar project. With recent changes regarding tax incentives and possible grants, solar resources may be viable for KPP to install, adding to their portfolio. To accommodate Greensburg's minimum load during solar production hours a site of approximately 10 acres would be needed. KPP is asking if Council would be interested in exploring utilizing a portion of the Greensburg Business Park as part of a feasibility study. KPP would own the generation and enter into a long-term lease with the City if this would come to fruition.

Trummel asked if the City would be buying a portion of the generation from KPP. This would work similar to the way the wind turbines south of town work. Energy would be generated and put into the grid that Greensburg buys from. Christenson voiced that this is a “no-brainer,” pointing out that there is no fuel surcharge with solar energy, such a grid would be development within the City, and that the current tax law on solar is the same as wind (they are no longer exempt from property tax). Barnes pointed to the Ninnescah solar farm south of town as an example. Reves asked how the City of Pratt’s and KPP solar project is working out. Barnes had not heard any updates, but noted that this would be a different arrangement as the Pratt farm directly ties into city’s grid.

Consensus of the council was to proceed with the opportunity.

4. Resolution 2023-04 Amending the Position Classification and Pay Plan

Barnes offered Resolution 2023-04 amending the Position Classification and Pay Plan. The current pay scale does not have a Sergeant position listed. As proposed, The Police Sergeant would be added as a grade 4 and Chief of Police would be moved to grade 5. The change would not affect current wages of either position. Little asked for clarification that the proposed change would not add Staff. Barnes stated that it would not, it simply adds the position title to the pay plan.

Trummel, seconded by Kern, motioned to approve Resolution 2023-04 as presented. The motion was approved 5-0.

H. CITY STAFF REPORTS

Barnes reported to Council on the following topics:

- **Elections:** There will be a City election this fall for 2 council positions (Trummel and Little) and the Mayor. The filing deadline is noon on June 1, with the General Election being held November 7. Depending on how many candidates file, a primary will be held in August. New terms will run Monday, January 8, 2024 to Monday, January 10, 2028.
- **Land Bank:** The required 30-day advertisement for the 800 W. Kansas Land Bank property has passed without other interest in the property. The contract has been signed, payment received and the deed filed.
- **Planning Commission:** The Planning Commission met last week to hold a plan review for three projects: coffee shop/RV hookups at 800 W. Kansas, Haviland Broadband’s fiber building on East Florida, and development at 229 S. Main Street. All three were approved. Since they were plan reviews, they will not come before the City Council.
- **Grants:** The SPRINT grant application for expansion at the Big Well Museum was submitted. An announcement on the BASE grant is expected any day.
- **Arbor Day:** The City has received its 2022 Tree City USA designation certificate from the Arbor Day Foundation and Kansas Forest Service. Tomorrow the Tree Board is meeting to discuss tree planting and Arbor Day celebration for this year. Arbor Day is Friday, April 28th.
- **Airport Updates:** A storage container has been placed on the north leased property. Lochner has had conversation with Southern Pioneer and they are working to draw plans and give a cost for the electric project. Staff is still waiting for results of the test water well. Last week Barnes received preliminary water and sewer specs and plans to review. This document will be made available when that portion of the project is put out to bid.
- **Staff Activity:** City Staff have been street sweeping, replacing electric poles, performing some swimming pool bathhouse prep work, utility connections and other projects.

Trummel asked is there wasn’t already an electric project at the airport. Barnes clarified that there was; however, the plan has changed with there now being a tenant and with the location of the test water well. He then asked about the location of the east property line, which Barnes will have to look into.

Trummel stated that if the fence line is the property line the city lacks about 50 feet of mowing. Barnes had previously had a conversation with a neighboring property owner who thought the City was potentially mowing over too far. Trummel then asked Charlton where KGS is at with street repair on S. Walnut. Charlton has checked with some asphalt plants. Hefts are not firing up locally yet, Dodge is still 3 weeks out, and Wichita is too far to haul from. Charlton just received approval to have the street temporarily patched with millings, rolled in to pack, so that it can be opened back up to traffic.

I. GOVERNING BODY COMMENTS

There were no additional comments from the Governing Body.

J. ADJOURNMENT

With nothing further to discuss, Christenson declared the meeting adjourned at 6:42 p.m.

Matt Christenson, Mayor

Christy Pyatt, City Clerk

APPROPRIATION ORD. 1242

04.17.23

CHECK #	VENDOR	REFERENCE	AMOUNT
PRE-PAID			
31306	GIANT COMMUNICATIONS	PHONE SYSTEM	\$ 387.93
31307	NISLY BROTHERS TRASH SERV	TRASH SERVICE	\$ 9,971.50
	***** PRE-PAID TOTAL *****		\$ 10,359.43
PAID			
31308	APAC KANSAS	COLD MIX	\$ 10,429.65
31309	AXON ENTERPRISE INC	REPLACEMENT TASER BATTERY	\$ 174.40
31310	CANNONBALL GOLF COURSE	TOURISM PROMOTION GRANT	\$ 3,000.00
31311	CARGILL, INC	WTP BULK SALT	\$ 5,563.66
31312	CENTURY BUSINESS TECHNOLOGIES	COPIER	\$ 80.68
31313	COMPLIANCE ONE	DRUG TESTING	\$ 73.70
31314	ED STAUTH	KPP ENERGY REBATE	\$ 30.00
31315	GOTTCHA COVERED MFG LLC	ITMES FOR RESALE	\$ 4,580.22
31316	GREENSBURG FARM SUPPLY	SUPPLIES/PARTS	\$ 1,179.88
31317	HEATHER BAILEY	GRAVEL BIKE ROUTE	\$ 23.40
31318	KANSAS ONE-CALL SYSTEM, INC.	LOCATES	\$ 26.40
31319	KANSAS POWER POOL	MARCH POWER	\$ 75,294.61
31320	KANSAS TOURISM	ITEMS FOR RESALE	\$ 960.00
31321	KDHE BUREAU OF WATER	WASTEWATER PERMIT	\$ 185.00
31322	KS DEPT OF HEALTH & ENVIRON.	WATER SAMPLES	\$ 1,351.00
31323	KERBS LAW OFFICE	LEGAL	\$ 1,250.00
31324	KIOWA CO. MEDIA CENTER	GROUP TOUR PARTNERSHIP	\$ 91.00
31325	KS DEPT OF REVENUE - MISC TAX	WATER PROTECTION FEE	\$ 541.44
31326	LIGHTHOUSE APPAREL	ITEMS FOR RESALE	\$ 2,808.49
31327	LUMINOUS NEON INC	SIGN LEASE	\$ 945.00
31328	PHILIP MOORE	APRIL COURT	\$ 250.76
31329	REAL TIME PRODUCTS	ITEMS FOR RESALE	\$ 1,269.71
31330	SOUTHWEST KS FAITH & FAMILY	ADVERTISING	\$ 144.50
31331	STANION WHOLESALE ELEC. .	ELECTRIC SUPPLIES	\$ 223.10
31332	THE MUG EXPERIENCE	ITEMS FOR RESALE	\$ 421.75
31333	UNDERGROUND VAULTS	SHREDDING	\$ 45.00
31334	UNIFIRST CORPORATION	UNIFORMS RUGS RAGS	\$ 683.38
31335	WILMORE OIL COMPANY	6-HI TEMP#2/GREASE	\$ 84.50
	***** PAID TOTAL *****		\$ 111,711.23
	***** REPORT TOTAL *****		\$ 122,070.66

Arbor Day Proclamation

Whereas, In 1982, J. Sterling Morton proposed to Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Matthew Christenson, Mayor of the City of Greensburg, Kansas, do hereby proclaim April 28, 2023 as



In the City of Greensburg, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 17th day of April, 2023.

Matthew Christenson, Mayor

**City of Greensburg
City Council Meeting
April 17, 2023**

To: Mayor and City Council
From: Stacy Barnes, City Administrator
Subject: Agenda items G.1, H.1-3

Agenda Item G. 1 Appointments: Planning Commission

Two terms on the Greensburg Planning Commission expire April 30, 2023.

Shawn Cannon	May 1, 2021- April 30, 2023
Pam Reves	May 1, 2021- April 30, 2023

These are two-year terms and both have indicated they are interested in being reappointed. New terms are May 1, 2023-April 30, 2025.

Agenda Item H. 1 Electric Poles Purchase

Our electric crew has been replacing poles on our electric distribution system. We purchased poles about a year ago from Bridgewell and are in need of more to continue replacement, have some for upcoming projects needing service and to have some on hand. Included are quotes from Bridgewell, Border States and Stanion.

	30 ft. 10 qty.	40 ft. 15 qty.	45 ft. 5 qty.	Total- 30 poles
Bridgewell	\$576 ea., \$5760	\$806 ea., \$12,090	\$970 ea., \$4,850	\$22,700
Border States	\$ 663.33 ea., \$6633.30 (35 ft)	\$824.44 ea., \$12,366.60	\$993.33 ea., \$4966.65	\$23,966.55
	30 ft. 13 qty	40 ft. 18 qty	45 ft. 7 qty.	Total-38 poles
Stanion	\$540.15 ea, \$7021.95	\$750.44 ea., \$13,507.92	\$904.03 ea., \$6328.21	\$26,858.08
Bridgewell	\$524 ea., \$6139	\$728 ea., \$13,104	\$877 ea., \$6139	\$26,055

Thirty-eight poles is a full truck load and the price per pole goes down by adding those quantities. It is recommended to purchase the 38 pole quantity from Bridgewell for \$26,055. This expenditure can be funded through the Electric Reserve Fund that has a cash balance of \$468,528.

Agenda Item H. 2 Consider Pumptrack Purchase

After receiving direction from council at the planning meeting in March to move forward, I have contacted American Ramp Company in Joplin, MO regarding a pre-cast concrete pumptrack to be placed in Swimming Pool Park. Included is an informational sheet on ARC's pre-cast pumptracks.

The City has discussed adding an amenity for skaters for several years and this would be a more affordable option than a traditional skatepark, can be used by all ages and abilities, and used by wheeled devices of all types, not just skateboards. Pre-cast concrete tracks have a very long life span with minimal maintenance.

American Ramp Company is a registered contractor with Sourcwell. Sourcwell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcwell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which ARC was awarded a contract. This serves as the bid process for procurement. I reached out to other Kansas city managers to see if they have experience using Sourcwell for procurement. Several responded that they have used it for larger equipment purchases and have had good success. Registering with Sourcwell is free to the City and provides a discount on purchases through their contractors.

Below is pricing I received from ARC and Sourcwell for the Speed Ring and Triple Threat tracks:

	ARC Pricing	Sourcwell Pricing
Speed Ring	\$61,200	\$56,916
Triple Threat	\$73,440	\$68,299

These are turn-key prices that include delivery and set up of the track. Additional finish work, such as adding dirt berms around the outside, could be done by City staff.

I asked Jeanine regarding insurance of an amenity like this. A fence is not required, but a sign with safety rules, conduct, wearing of protective equipment, etc. There would be a medical payment exclusion, that is anyone was hurt from it, EMC probably would not pay for their injuries as long as it's being inspected by the City on a regular basis and maintained as needed. There would be an approximate fee of \$350 annually for insurance on it.

As previously discussed, this project would be funded through donation funds.

Agenda Item H. 3 2023 1st Quarter Financial Report

Included for council review is a 2023 first quarter financial report. Quarterly budgeted transfers besides Electric to General have been done.



**BORDER
STATES**

Border States Electric - DCY
2303 W Frontview St
Dodge City KS 67801-9586
Phone: 620-408-9179

CITY OF GREENSBURG KS
300 S MAIN ST
GREENSBURG KS 67054-1728

Quote

Page: 1 of 3

BSE Quote: 26999320
Sold-To Acct #: 295443
Valid From: 04/06/2023 **To:** 04/13/2023
PO No: POLES
Payment Terms: Net 30 days

Created By: Alison Sandoval
Tel No: 620-390-7069
Fax No:

Inco Terms:
FOB ORIGIN

Ship-to:
CITY OF GREENSBURG KS
300 S MAIN ST
GREENSBURG KS 67054-1728

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	- 35FT CLASS 3 SYP DCOI F/L SOUTHERN YELLOW PINE POLES, FULL LENGTH PRESSURE PENTA TREATED TO A FINAL NET RETENTION OF 0.45# PER CUBIC FOOT, P54 FRAMED, WQC INSPECTION AND CONFORMING TO RUS 2011 SPECIFICATIONS. GREENSBURG, KS VIA SELF LOADER APPROX 6-8 WEEKS ARO, STPS PRICES BASED ON SHIPPING ACTUAL QUANTITIES QUOTED. FREIGHT AND DELIVERY CHARGES INCLUDED. SEE ATTACHED TERMS AND CONDITIONS.	10 EA	663.33	/ 1	EA	6,633.30

All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Inspection and final acceptance is to be made at our plant, concurrently with treating, by mutually satisfactory parties, for your account, unless otherwise stated.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
-----------	----------	-------------------------------	----------	-------	-----	-----	-------

000020		- 40FT CLASS 3 SYP DCOI F/L	15 EA	824.44 / 1		EA	12,366.60
--------	--	-----------------------------	-------	------------	--	----	-----------

SOUTHERN YELLOW PINE POLES, FULL LENGTH PRESSURE PENTA TREATED TO A FINAL NET RETENTION OF 0.45# PER CUBIC FOOT, P54 FRAMED, WQC INSPECTION AND CONFORMING TO RUS 2011 SPECIFICATIONS.

GREENSBURG, KS VIA SELF LOADER

APPROX 6-8 WEEKS ARO, STPS

PRICES BASED ON SHIPPING ACTUAL QUANTITIES QUOTED.
FREIGHT AND DELIVERY CHARGES INCLUDED.
SEE ATTACHED TERMS AND CONDITIONS.

All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Inspection and final acceptance is to be made at our plant, concurrently with treating, by mutually satisfactory parties, for your account, unless otherwise stated.

000030		- 45FT CLASS 3 SYP DCOI F/L	5 EA	993.33 / 1		EA	4,966.65
--------	--	-----------------------------	------	------------	--	----	----------

SOUTHERN YELLOW PINE POLES, FULL LENGTH PRESSURE PENTA TREATED TO A FINAL NET RETENTION OF 0.45# PER CUBIC FOOT, P54 FRAMED, WQC INSPECTION AND CONFORMING TO RUS 2011 SPECIFICATIONS.

GREENSBURG, KS VIA SELF LOADER

APPROX 6-8 WEEKS ARO, STPS

PRICES BASED ON SHIPPING ACTUAL QUANTITIES QUOTED.
FREIGHT AND DELIVERY CHARGES INCLUDED.
SEE ATTACHED TERMS AND CONDITIONS.

All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Inspection and final acceptance is to be made at our plant, concurrently with treating, by mutually satisfactory parties, for your account, unless otherwise stated.

Total \$			23,966.55
State Tax \$	0.000 %	0.00	
County Tax \$	0.000 %	0.00	
Local Tax \$	0.000 %	0.00	
Other Tax1 \$	0.000 %	0.00	
Other Tax2 \$	0.000 %	0.00	
Other Tax3 \$	0.000 %	0.00	
Tax Subtotal \$	0.000 %		0.00

Net Amount \$ 23,966.55

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Bridgewell

All poles to be:

Southern Yellow Pine Per ANSI 05.1

Treated DCOI .15 Per AWPAs Specs.

RUS m-20 Framed

WQC Inspected

Delivered and boom unloaded on site in Greensburg, KS

LEAD TIME: WITHIN 6-8 WEEKS, COULD BE SOONER IF NEEDED

5 pc. - Class 3, 45ft - \$970.00 each

10 pc. - Class 3, 30ft - \$576.00 each

15 pc. - Class 3, 40ft - \$806.00 each

(before tax if applicable)

All poles to be:

Southern Yellow Pine Per ANSI 05.1

Treated DCOI .15 Per AWPAs Specs.

RUS m-20 Framed

WQC Inspected

Delivered and boom unloaded on site in Greensburg, KS

LEAD TIME: WITHIN 6-8 WEEKS, COULD BE SOONER IF NEEDED

7 pc. - Class 3, 45ft - \$877.00 each

13 pc. - Class 3, 30ft - \$524.00 each

18 pc. - Class 3, 40ft - \$728.00 each

(before tax if applicable)



Stanion Wholesale Elec. Co
812 S. Main St.
PO Drawer F
Pratt, KS 67124
Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	04/06/23	5518294-00
PO #		Page #
WOOD POLES		1

Ship **CITY OF GREENSBURG**
To: **300 S MAIN**
GREENSBURG, KS 67054-1728

Correspondence **Stanion Wholesale Elec. Co**
To: **812 S. Main St.**
PO Drawer F
Pratt, KS 67124

Bill **CITY OF GREENSBURG**
To: **300 S MAIN**
260 GREENSBURG, KS 67054-1728

This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 101		

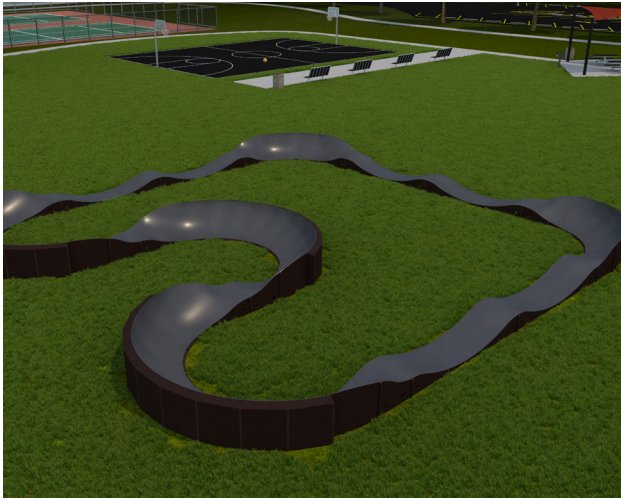
|||||
Service Center: Pratt, KS Ph: 620-672-6939 Fax: 620-672-3461

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M		Net Amount
1	CL3-40 BRIDGEWELL CLASS 3 40'	18		18	EA	750.44000	EA		13507.92
2	CL3-30 BRIDGEWELL CLASS 3 30'	13		13	EA	540.15000	EA		7021.95
3	CL3-45 BRIDGEWELL CLASS 3 45'	7		7	EA	904.03000	EA		6328.21
3	Lines Total	Qty Shipped Total		38				Total	26858.08
								Invoice Total	26858.08

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for _____ days(30 max) from quotation date and must be renegotiated after that time.



WHAT IS A PUMPTRACK?



A Pumptrack is a progressive kind of structure that uses an up and down 'pumping' motion to propel the bicycle forward instead of pedaling.

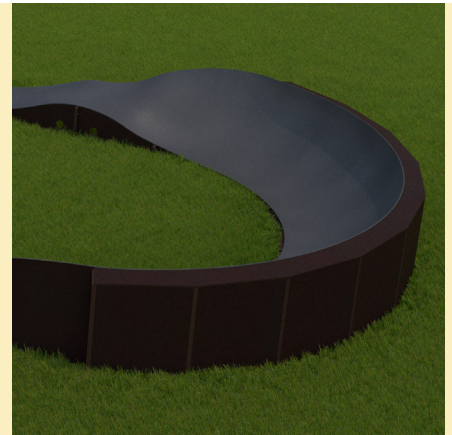
Pumptracks are a perfect structure for practicing balance, learning skills and improving confidence on the bike. They are safe and fun to ride for all ages and skill levels. Pumptracks are suitable for bikes of all sizes, skateboards, rollerblades and scooters.

They create a community environment by bridging the generation gap between parents, small children and adolescents. Our structures are modular, flexible and movable to suit any type of terrain and land usage issues and can be made from various kinds of materials to suit the needs of the client and the surroundings.

CHECK OUT OUR LINEUP!

Lumberjack Series

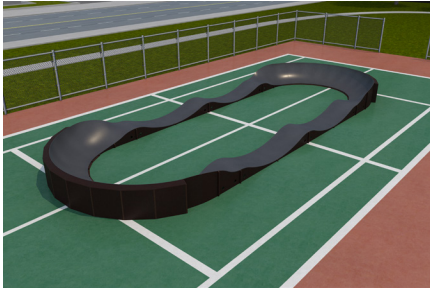
The Lumberjack series has a substructure that is made from a marine grade lumber and is topped with our ultra grip composite surface. This surface has a texture to it that means that you can ride no matter what Mother Nature throws at you. Because of the modular design it can easily be rearranged or added to at anytime. This line is ideal for indoor settings, mobile setups, resorts, and bike shops and is easily stored, setup, and transported.



Mason Series

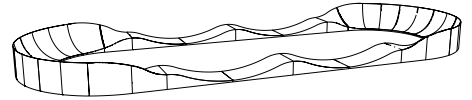
The Mason Series is constructed with high strength precast concrete. We manufacture these structures using precision molds that give you a perfect shape and riding surface. Each piece is the exact same size and shape as the Lumberjack and Blacksmith Series, meaning you get the same amazing ride in a more permanent aesthetically pleasing manner. The Mason Series can be used for repurposing a tennis court, parking lot or any other pad, or it can be placed as a standalone feature with added landscaping. While it is more difficult, the Mason Series can be added to or reconfigured at a later date. The Mason Series is perfect for any municipality or resort that is looking for a worry free progressive biking structure.





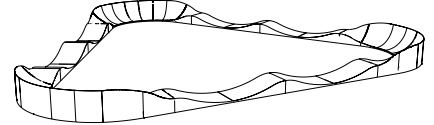
Speed Ring

The Speed Ring is the entry level smallest possible track to build with only one possible layout. It is a great “starter” track as it can be added to over the years to become a larger track. This is a perfect track to learn how to ride a pumptrack, or fine-tune your skills. Track Length 125'



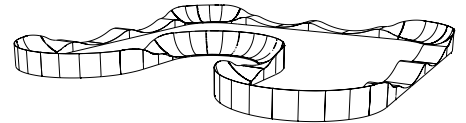
Triple Threat

You will have a blast flying around the Triple Threat with its three 60 degree turns and equilateral triangle design. The speed you get from this configuration is where the real fun is at. Ride the Triple Threat clockwise or counter-clockwise to see which direction you are faster. Track Length 158'



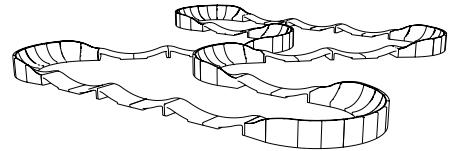
Sidewinder

The Sidewinder delivers turning in both directions and offers multiple layout possibilities with over 200' of track. The Sidewinder is a great track for improving your agility in the corners. Track Length 215'



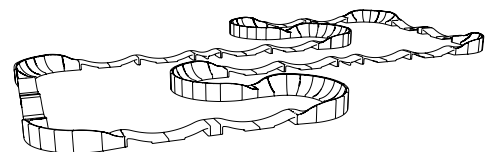
Mach 6

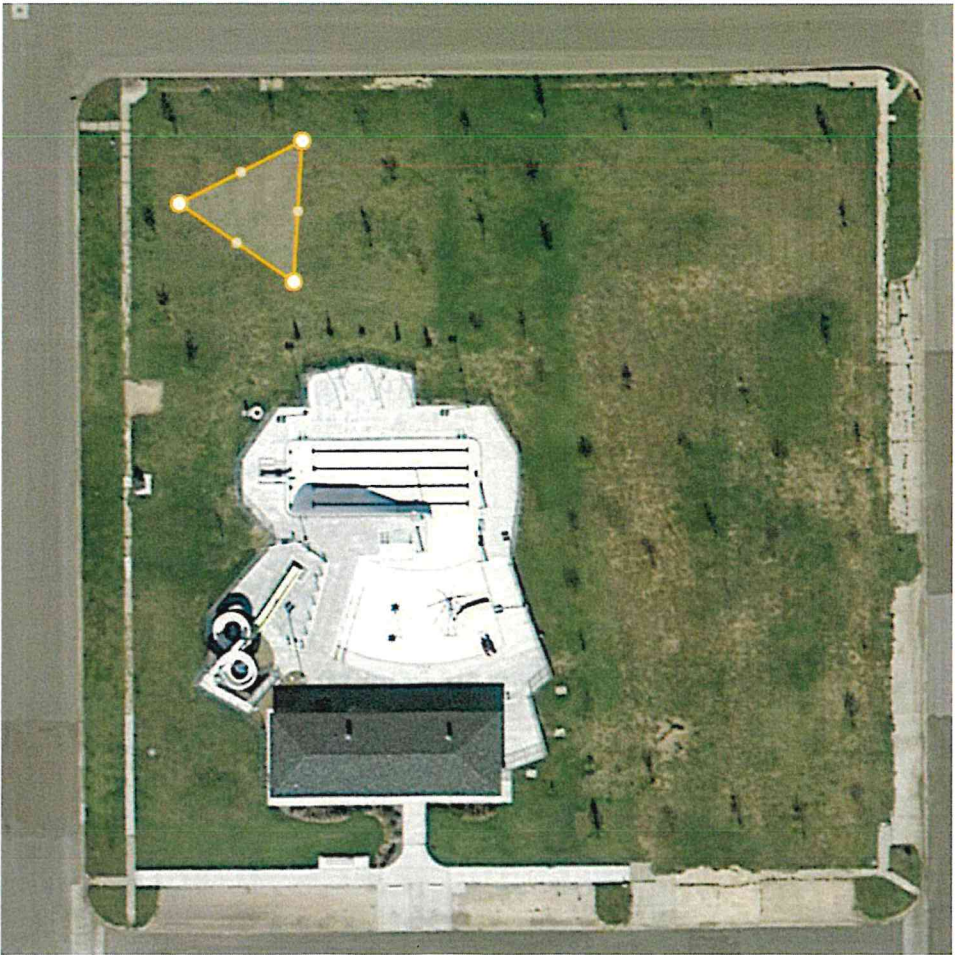
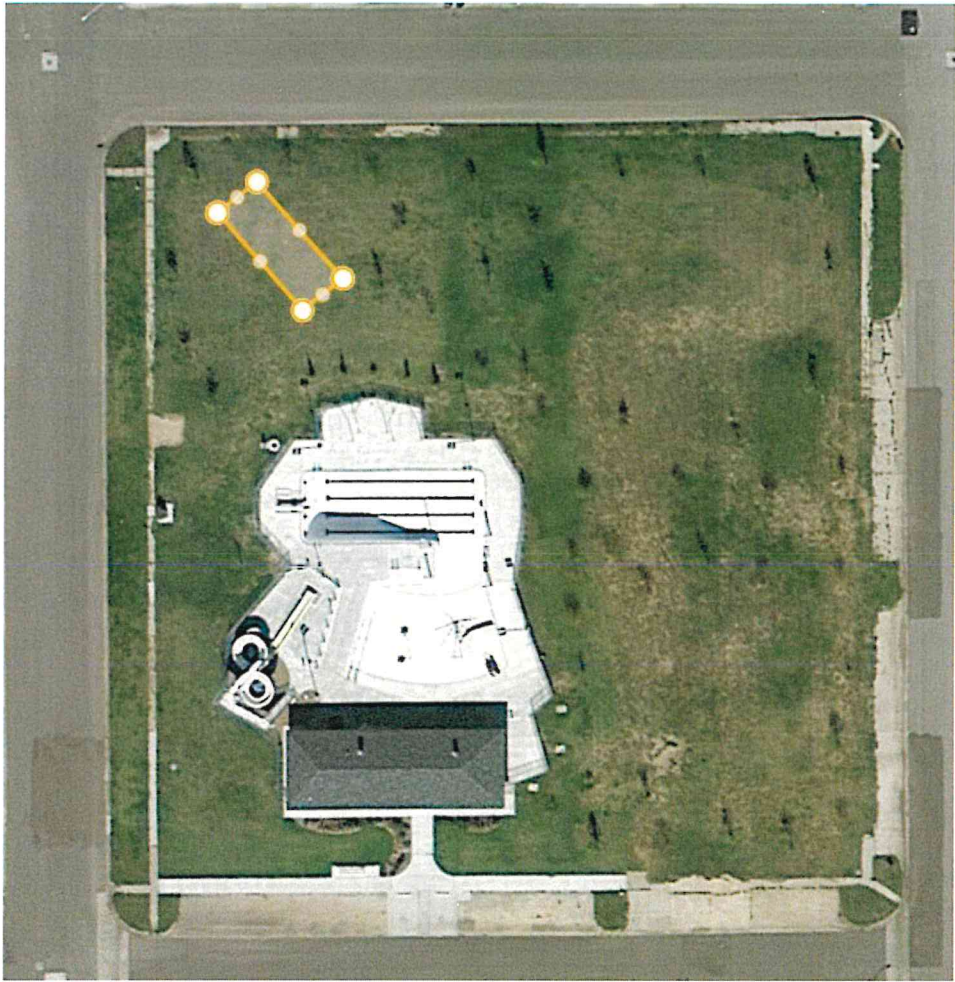
The Mach 6 is a pumped up version of The Sidewinder containing 6 berms, over 100' more of track and multiple configurations. Host a time trial and post the fastest times on our facebook page to see how your riders compare to others around the globe. Track Length 330'

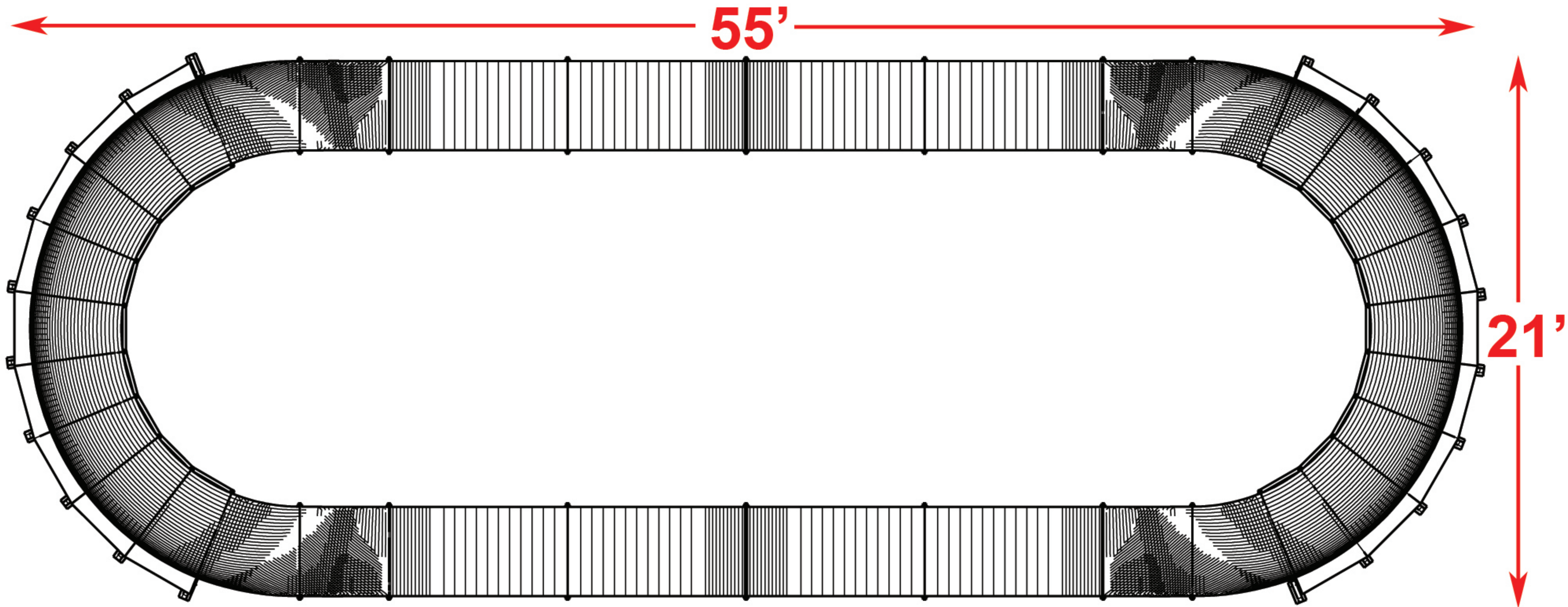


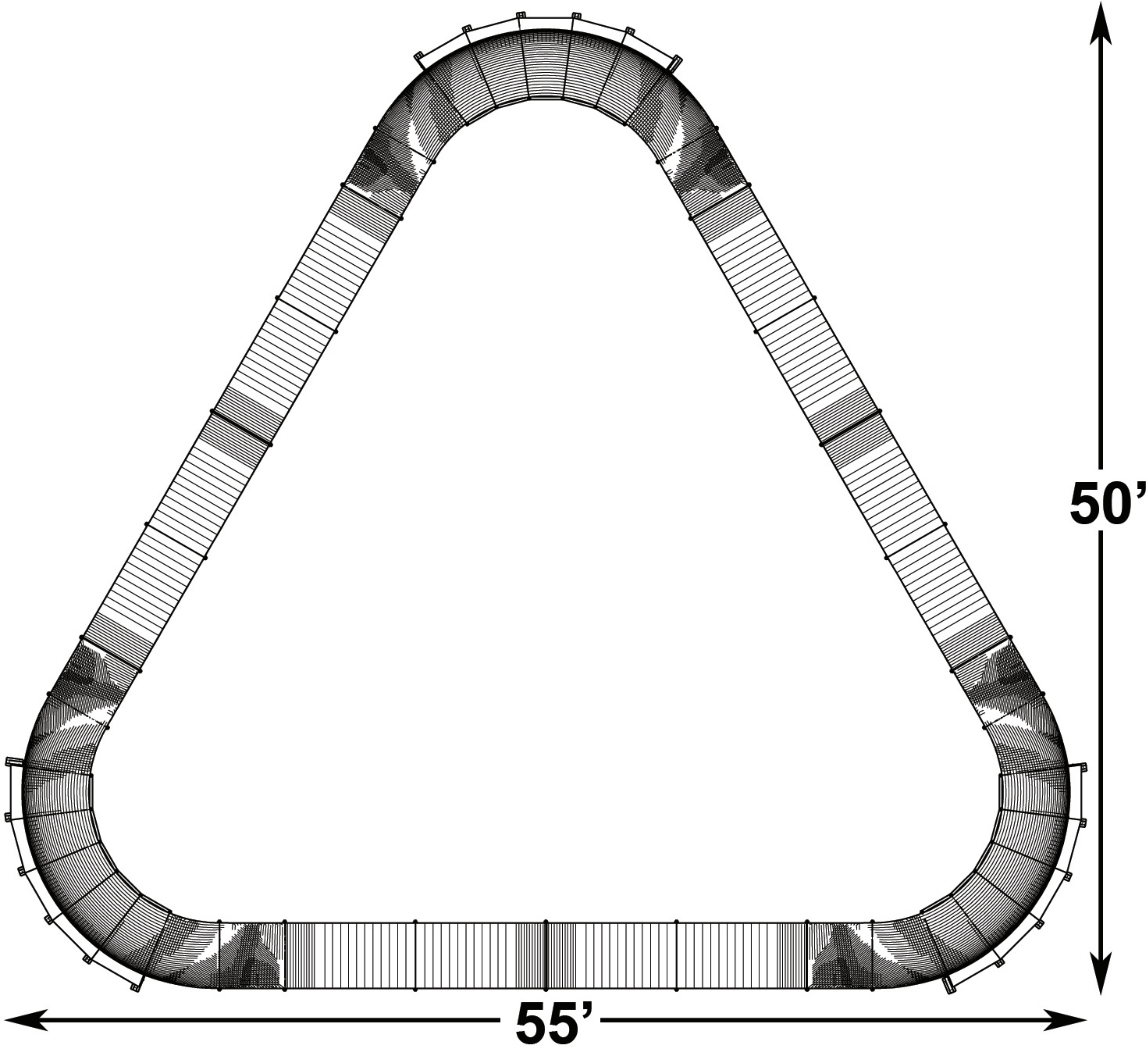
Grand Prix

The name really says it all, as the Grand Prix is the largest package we offer (of course if you want bigger we will be happy to oblige) being longer than a football field yet compact enough to fit in a 115'x88' space. The Grand Prix has numerous layout possibilities and enough parts to create two of our smaller tracks for head-to-head racing. Track Length 440'











COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 112420
Entitled

Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

The following advertisement was placed October 6, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and October 7, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 24, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1 Stop Playgrounds, Ltd	Jones Lang LaSalle Real Estate Services, Inc.
American Ramp Company, Inc.	KYA Services, LLC
Artisan Concrete Services	LaserCAM Fabrication, Inc.
Bike Track, Ltd	Modern Welding Company, Inc.
Bliss Products and Services, Inc.	New Line Skateparks
California Skateparks	North American Roofing Holdco, LLC
CXT, Inc.	Pillar Design Studios, LLC
Dynapac North America, LLC	PlayQuest Recreation
EPS Molders, Inc.	Regina Construction Association
Evergreen Skateparks	Saris Cycling Group
Greenfields Outdoor Fitness, Inc.	Spohn Ranch, Inc.
Grindline Skateparks	The Blue Book

Hardcore Skateparks	Tom Ritz Designs, LLC
IBI Group Architects, Engineers, Landscape Architects, A New York Partnership	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 24, 2020, at 4:31:34 pm CT. Proposals were received from the following:

American Ramp Company, Inc.
Artisan Concrete Services
Bike Track, Ltd
California Skateparks
Evergreen Skateparks
Grindline Skateparks
New Line Skateparks
Spohn Ranch, Inc.
Tom Ritz Designs, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, Procurement Lead Analyst
Michael Munoz, Procurement Analyst
Nick Scholer, Procurement Analyst
Stephanie Haataja, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

American Ramp Company Inc. is presenting custom design and build services for skateparks, bike parks and pump tracks. They provide pre-cast concrete and modular skatepark equipment, trail construction, and asphalt pump track construction. Their sales and service team, and installation and construction crews, are available to serve Participating Entities in the United States and Canada. American Ramp Company offers access to financing and a significant pricing discount for Sourcewell Participating Entities.

Artisan Skateparks is offering custom turnkey skateparks, bike parks, and pump track offerings, including the design, planning and construction of concrete, wood, and dirt parks. They are able to sell and service throughout the United States and Canada. Artisan Skateparks incorporates green and sustainable construction techniques into the parks they build. They are offering Participating Entities a lower pricing than is typically available.

California Skate Parks provides a turnkey solution from project design to completion of custom concrete skateparks, bike parks and pump tracks. Their track designs and construction methods account for environmental sustainability needs. California Skate Parks has sales, service, and installation crews in the United States and Canada. They have financing options available and are offering a competitive discount for Sourcewell Participating Entities.

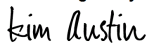
Spohn Ranch offers skateparks, bike parks and pump tracks in a variety of materials. They also offer design and consultation services, feasibility studies, and site assessment (including aerial drone surveys). Along with a team of sales and marketing staff, Spohn Ranch has a field crew ready to serve across the United States and Canada. Spohn Ranch is offering financing options and a strong discount to Sourcewell Participating Entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #112420 to:

American Ramp Company	#112420-ARC
Artisan Skateparks	#112420-ART
California Skateparks	#112420-CAS
Spohn Ranch	#112420-SRI

The preceding recommendations were approved on December 18, 2020.

DocuSigned by:



6830543C58384D1...

Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:



0B0204E40D3E445...

Michael Munoz, CPPB, Procurement Analyst

DocuSigned by:



4513A60DCA01467...

Nick Scholer, Procurement Analyst

DocuSigned by:



755BA3F379B5409...

Stephanie Haataja, CPIM, Procurement Analyst


STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #112420 for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.


DocuSigned by:

C0FD2A139D06489...

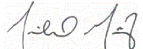
Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



Proposal Evaluation
Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services RFP #112420


Possible Points		AMERICAN RAMP COMPANY INC	Artisan Concrete Services	Bike Track Ltd	California Skateparks	Evergreen Skateparks	Grindline Skateparks	New Line Skateparks	Spohn Ranch, Inc.	Tom Ritz Designs, LLC
Conformance to RFP Requirements	50	45	44	38	44	41	40	40	42	35
Pricing	400	356	336	264	341	263	265	270	345	286
Financial Viability and Marketplace Success	75	66	64	49	66	61	61	62	64	52
Ability to Sell and Deliver Service	100	86	77	65	86	76	75	84	84	66
Marketing Plan	50	44	43	34	43	39	39	40	44	39
Value Added Attributes	75	68	66	54	67	65	59	66	66	58
Warranty	50	45	42	38	43	45	39	41	44	38
Depth and Breadth of Offered Equipment, Products, or Services	200	180	176	146	168	162	165	165	176	148
Total Points	1,000	890	848	688	858	752	743	768	865	722
Rank Order		1	4	9	3	6	7	5	2	8

DocuSigned by:

6830543C58384D1...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

755BA3F379B5409...
Stephanie Haataya, CPIM, Procurement Analyst

DocuSigned by:

4513A60DCA01467...
Nick Scholer, Procurement Analyst

**Solicitation Number: #112420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

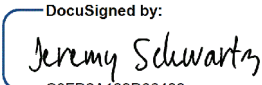
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

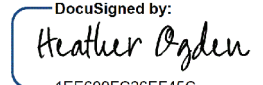
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

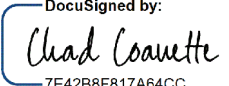
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/21/2020 | 6:39 AM CST

American Ramp Company, Inc.

DocuSigned by:

By: 1EE609FC26EF45C...
Heather Ogden
Title: Senior Project Manager
Date: 12/18/2020 | 12:21 PM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/21/2020 | 7:45 AM CST

RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

Vendor Details

Company Name: AMERICAN RAMP COMPANY INC

Does your company conduct business under any other name? If yes, please state: Progressive Bike Ramps

Address: 601 S. McKinley Avenue
Joplin, MO 64801

Contact: Heather Ogden

Email: heather@americanrampcompany.com

Phone: 417-206-6816

Fax: 417-206-6816

HST#: 35-2353308

Submission Details

Created On: Tuesday November 17, 2020 16:21:59

Submitted On: Tuesday November 24, 2020 15:51:23

Submitted By: Heather Ogden

Email: heather@americanrampcompany.com

Transaction #: 089feccc-a745-487f-bbcb-fdebd078f1ed

Submitter's IP Address: 69.92.90.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	American Ramp Company, Inc.	*
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801	*
3	Proposer website address:	www.americanrampcompany.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers.</p> <p>American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers.</p> <p>For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family.</p> <p>We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.</p>	*
8	What are your company's expectations in the event of an award?	American Ramp Company has held a Sourcwell contract for several years and our goal has always been to develop relationships with new and existing Sourcwell customers. We will continue to utilize Sourcwell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcwell and purchase direct utilizing the Sourcwell contract if awarded. We have a dedicated manager to oversee our Sourcwell contract who has familiarized themselves with every aspect of the Sourcwell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcwell. ARC is very comfortable with Sourcwell and are confident that it is the best option to serve our customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers.</p> <p>Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market.</p> <p>When it comes to Pumtrack we hold over 50% of the market for hard surface Pumtrack and over 75% of the modular pumtrack market. This 75% market share also extends to manufactured bike park equipment.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumtrack market and around 25% of the built-on site hard surface pumtrack market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>*Griffin Bike Park, Terre Haute, IN – 2017 NRPA National Facility or Park Design Award</p> <p>*Festival Fields Park, Avondale, AZ – 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award</p> <p>*Lake Cunningham Bike Park, San Jose, CA – 2018 American Public Works Association Project of the Year</p> <p>*Sedona Bike Skills Park, Sedona, AZ – 2019 APRA Outstanding Facility for Populations under 10,000 Award</p> <p>*Mansel Carter Oasis Park, Queen Creek, AZ – 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award</p> <p>*Ronald Reagan Sports Park, Temecula, CA – 2020 APWA/IE Small Project of the Year Award</p> <p>*Featured in Several Parks and Recreation Magazines as well as industry related magazines</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private	*
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Buy Board – Contract No. 592-19 Sales: 2020 through 10/31/2020: \$110,882.39 2019: \$0.00 2018: \$70,110.18 2017: \$0.00</p> <p>PA Costars – Contract No. 014-002 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$0.00</p> <p>State of New Jersey Purchasing Contract – Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$194,044.06</p> <p>Sourcewell – Contract No. 030117-ARC Sales: 2020 through 10/31/2020: \$1,591,033.15 2019: \$870,472.71 2018: \$ 2,550,829.90 2017: \$1,634,285.65</p> <p>CMAS – Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: \$0.00 2019: \$147,000.00 2018: \$127,400.00 2017: \$0.00</p>	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480	*
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796	*
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342	*
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920	
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hybrid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: \$237,232.70 2019: \$ 985,620.00 2020: \$ 3,500.00	\$1,226,352.70	*
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: \$626,000.00 2020: \$85,000.00 2020: \$16,500.00	\$ 727,500.00	*
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: \$18,200.00 2020: \$201,788.00 2020: \$490,000.00	\$ 709,988.00	*
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: \$5,000.00 2017: \$15,000.00 2017: \$ 219,344.53 2017: \$4,900.00 2018: \$266,153.23 2019: \$11,721.88	\$522,119.64	*
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: \$ 1,100,000.00	\$1,100,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members:</p> <ul style="list-style-type: none"> • Two In-house Sales Representatives for East Coast • Two In-house Sales Representatives for Central Region • Three In-house Sales Representatives for West Coast • Three In-house Sales Representatives for Canada • Three In-house Sales Representatives for International • One In-house Sales Representative for Maintenance Products • Two In-house Business Development Team Members <p>At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.</p>
24	Dealer network or other distribution methods.	<p>We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcewell conversation very clean since they too carry a Sourcewell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.</p>
25	Service force.	<p>Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>American Ramp Company has been actively utilizing a Sourcewell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcewell purchasing vehicle for the customers we serve which is why we actively promote our Sourcewell with all new and existing customers and display that we hold a current Sourcewell contract at all of tradeshow we attend in the United States and Canada.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our Canadian sales team has been excited about the headway that Sourcewell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcewell contract.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no areas in the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcewell contract.</p>

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - We will fully service Sourcewell members in every sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcewell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcewell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcewell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcewell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways:</p> <p>Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method.</p> <p>Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities.</p> <p>E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We anticipate that Sourcewell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcewell Awarded Vendor page which will provide them all of the details on our contract award and contact information.</p> <p>Sourcewell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcewell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcewell that they may have which makes it much more successful in getting them to become new Sourcewell members.</p> <p>We have already integrated Sourcewell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcewell members and nonmembers the advantages of purchasing through Sourcewell in an effort to save them valuable time and money.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users.</p> <p>However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards.</p> <p>Because we work with many government entities, all these forms of procurement are very common to us.</p> <p>There is no additional cost to Sourcewell members for using this process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.	*
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair.</p> <p>Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate.</p> <p>Green Skate Initiatives</p> <ul style="list-style-type: none"> • Use recycled and recyclable productions – Utilize resources that are recyclable and/or composed of recycled materials • Practice Lean Manufacturing – Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage. • Seek Environmentally Sensitive Partners and Suppliers – Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance. • Employee Culture – Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability. <p>ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate.</p> <p>Please see a copy of this certificate attached to this response.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call.</p> <p>Because we have had a Sourcewell contract for over 10 years our staff is uniquely prepared to help Sourcewell members, and customers interested in becoming members, navigate the procurement process using the contract.</p>	*
----	--	--	---

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty typically covers all materials and labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.	*
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.	*
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out one of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>We have a wide variety of payment terms depending on the product and/or service we are providing.</p> <p>Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms.</p> <p>American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects.</p> <p>American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.</p>	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program.</p> <p>There is no ownership, common ownership, or control between ARC and NCL.</p>	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then enter the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell.</p> <p>Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcewell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcewell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcewell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcewell members giving Sourcewell members the best possible price for our products and services.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing. For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two Percent of gross sales.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumtracks, capture most every type of product/service that we offer.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Skateparks	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.	*
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.	*
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.	*
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project.</p> <p>We also provide facility management, programming and maintenance/repair solely by our staff.</p>	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Sales Revenue:</p> <p>We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell.</p> <p>Number of Sales:</p> <p>American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell.</p> <p>Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.</p>
71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manger have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In-fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.</p>
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer.</p> <p>Another great example is something we recently developed; a special surface fork bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.</p>
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.</p>
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No Exceptions Taken

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
 - [Marketing Plan/Samples](#) - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
 - [WMBE/MBE/SBE or Related Certificates](#) - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
 - [Warranty Information](#) - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
 - [Pricing](#) - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
 - [Additional Document](#) - ARC_Catalog.pdf - Tuesday November 24, 2020 15:24:21

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Ogden, Senior Project Manager, American Ramp Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	<input checked="" type="checkbox"/>	1

First Quarter Financials - 2023

	Expenditures				Percent Expended		Revenues		Cash Balance	
Fund	2022 Budget	2022 Q1	2023 Budget	2023 Q1	2022 Q1	2023 Q1	2022 Q1	2023 Q1	2022 Q1	2023 Q1
Admin	\$377,500	\$59,249	\$385,550	\$76,896	16%	20%				
Police	\$184,910	\$43,297	\$186,750	\$57,001	23%	31%				
Fire	\$20,000	\$4,350	\$20,000	\$2,808	22%	14%				
Streets	\$236,175	\$58,249	\$252,850	\$43,941	25%	17%				
Parks	\$17,725	\$572	\$18,925	\$507	3%	3%				
Court	\$54,000	\$13,387	\$60,000	\$11,146	25%	19%				
Pool	\$78,550	\$521	\$84,400	\$510	1%	1%				
Airport	\$11,000	\$501	\$14,500	\$1,894	5%	13%				
Ind Park	\$50,000	\$6,250	\$50,000	\$0	13%	0%				
Transfers	\$40,000	\$10,000	\$40,000	\$10,000	25%	25%				
GF Total	\$1,069,860	\$196,377	\$1,112,975	\$204,703	18%	18%	\$439,121	\$431,026	\$675,804	\$600,410
Sp Highway	\$102,306	\$0	\$46,630	\$0	0%	0%	\$5,327	\$4,979	\$36,086	\$7,178
Big Well	\$228,475	\$38,381	\$238,050	\$40,891	17%	17%	\$42,453	\$42,619	\$182,325	\$193,206
Fire Equip	\$50,808	\$0	\$55,000	\$0	0%	0%	\$0	\$0	\$54,118	\$57,106
Guest Tax	\$75,050	\$17,293	\$76,750	\$12,959	23%	17%	\$26,285	\$17,927	\$149,535	\$168,531
Court Amendment	N/A	\$14,925	N/A	\$7,888	0%	0%	\$24,629	\$15,300	\$25,579	\$13,750
Capital Improvement	\$400,000	\$0	\$560,000	\$0	0%	0%	\$26,740	\$26,154	\$455,836	\$536,787
Incubator	\$48,500	\$6,254	\$52,000	\$3,782	13%	7%	\$10,353	\$9,029	\$162,123	\$169,227
Parks Alc	\$17,439	\$0	\$14,611	\$0	0%	0%	\$284	\$305	\$16,215	\$17,610
Equip Res	N/A	\$300	N/A	\$0	0%	0%	\$10,000	\$10,000	\$131,429	\$139,008
Electric	\$2,038,900	\$492,397	\$2,058,900	\$497,692	24%	24%	\$467,540	\$460,378	\$650,725	\$323,065
Elec Res	N/A	\$0	N/A	\$0	0%	0%	\$25,000	\$25,000	\$475,000	\$468,528
Water	\$336,231	\$58,057	\$344,471	\$65,189	17%	19%	\$50,569	\$59,413	\$210,980	\$217,268
Water Res	N/A	\$0	N/A	\$0	0%	0%	\$2,500	\$2,500	\$83,837	\$69,885
Sewer	\$94,450	\$21,436	\$100,350	\$9,906	23%	10%	\$24,151	\$23,630	\$57,843	\$81,635
Sewer Res	N/A	\$0	N/A	\$0	0%	0%	\$3,750	\$3,750	\$85,692	\$80,767
Trash	\$135,000	\$22,684	\$135,000	\$23,001	17%	17%	\$34,712	\$34,735	\$169,526	\$169,837

* RED = Expenditures higher in 2023 than 2022

** GREEN = Revenues/fund balance higher in 2023 than 2022

Other Non-Budgeted Funds									Cash Balance	2023 Q1
Sanitation Capital Res.										\$57,970
Economic Dev										\$111,250
PD Equip. Res.										\$5,979
Donation										\$159,663
Insurance										\$632,423
Grant Funds										\$53,270
ARPA Funds										\$118,730

	2023 Q1 Revenue	2023 Q1 Expenditures	Rev vs Exp
General Fund	\$431,023	\$204,703	\$226,320
Big Well	\$42,619	\$40,891	\$1,728
Incubator	\$9,029	\$3,782	\$5,247
Electric	\$460,378	\$497,692	-\$37,314
Water	\$59,413	\$65,189	-\$5,776
Sewer	\$23,630	\$9,906	\$13,724
Trash	\$34,735	\$23,001	\$11,734

GREENSBURG POLICE DEPARTMENT

Serving Our Community with Integrity and Professionalism



Aaron Webb
Chief of Police

300 South Main Street
Greensburg, Kansas 67054
Office: (620) 723-4108 Fax: (620) 723-2644

Matthew Woods
Patrol Sergeant

April 14, 2023

To: Greensburg City Council Members
From: Aaron Webb, Chief of Police
Subject: March 2023 Monthly Report

Attached to this report is our activity report breaking down the different types of calls and traffic violations for the month of March.

During March, the department had 287 calls for service, including 238 traffic stops which resulted in 163 traffic citations being issued. Of the remaining 49 calls for service, 12 resulted in investigative and criminal cases being opened. Of these calls for service, 36 of them were dispatched by Kiowa County Emergency Communications and 5 were initiated by a citizen either finding an officer or calling the Police Department. This month 5 adults were arrested and booked into the Kiowa County Detention Center for misdemeanor and felony criminal charges.

Over the past month Department Members have attended various trainings, each year officers are required to obtain training hours to keep their law enforcement certification. In March, Sergeant Woods attended Crisis Intervention training for dealing with subjects having a mental health crisis in Hutchinson, Kansas and he also attended Smugglers Inc. Interdiction training in Liberal, Kansas. During the first week of April, Chief Webb attended the FBI LEEDA Supervisor Training Institute 40 hour course in Tulsa, Oklahoma. This is the first of a three part series that will be completed this year. On April 4th Officer Moore attended a SFST Refresher Course in Kingman for DUI investigations.

On March 22nd the Police Department participated in the annual Safe Kids Arrive Alive Event for high school students from both Kiowa County and South Central ahead of prom. Chief Webb and Officer Moore assisted with Prom on Saturday May 25th.

Sincerely,

A handwritten signature in black ink, appearing to read "A Webb", written over a horizontal line.

~~Aaron Webb~~
Chief of Police

Greensburg Police Department -- March 2023

Total Calls For Service	49
--------------------------------	-----------

Calls For Service		
Call Type	Total	Arrests
911 Disconnect	1	0
Abandoned Vehicle	1	0
Abduction	0	0
Accident/Aircraft	0	0
Accident/Animal	0	0
Accident/Injury	0	0
Accident/Non Injury	1	0
Accident/Private Property	0	0
Accidental Death	0	0
Accidental Gun Shot	0	0
Accidental Injury	0	0
Alarm	0	0
Alcohol Violation/Adult	0	0
Alcohol Violation/Juvenile	0	0
Animal at Large	0	0
Animal/Barkng Dog Comp.	0	0
Animal/Bite	0	0
Animal/Cruelty	0	0
Animal/Dog at Large	0	0
Animal/Injured	0	0
Animal/Non-Domestic An	0	0
Animal/Vicious	0	0
Arson	0	0
Assist KHP	0	0
Assist Kiowa Sheriff	2	0
Assist/Other Agency	0	0
Assualt	0	0
ATM Escort	1	0
Battery	0	0
Battery/LEO	0	0
Burglary/Auto	0	0
Burglary/Business	0	0
Burglary/Outbuilding	0	0
Burglary/Outbuilding	0	0
Burglary/Residence	0	0
Check Shots	0	0
Child Abuse	0	0

DOES NOT INCLUDE TRAFFIC STOPS

Arrests	
Arrest / Adult / In Custody	5
Arrest / Adult / Cited	0
Arrest / Adult / RFP	0
Arrest / Adult / PPC	0
Arrest / Juvenile / In Custody	0
Arrest / Juvenile / Cited	0
Arrest / Juvenile / RFP	0
Arrest / Juvenile / PPC	0
Total Arrests	5

Source	
Self Initated	8
Dispatched	36
Citizen	5

Child Endangerment	0	0
CINC	0	0
Civil	0	0
Court Order Violation	0	0
Criminal Damage	0	0
Criminal Threats	0	0
Criminal Trespass	0	0
Death	0	0
Disturbance	1	0
Domestic Disturbance	2	0
Drug Law Violation	5	1
Elder Abuse	0	0
Fire/Assist Fire	1	0
Fireworks Complaint	0	0
Fraud/Forgery	0	0
Game Standby	1	0
Harassment	0	0
Homicide	0	0
Identity Theft	0	0
Indecent Exposure	0	0
Juvenile Issue	3	0
Littering	0	0
Lost Property	0	0
Medical/Assist EMS	4	0
Mental Health	0	0
Minor in Consumption	0	0
Miscellaneous	0	0
Missing Juvenile	0	0
Missing Person	0	0
Motorist Assist	1	0
Noise Complaint	0	0
Open Door	0	0
Other Call	0	0
PFA/PFS Violation	0	0
Protective Custody	0	0
Pursuit	0	0
Recovered Property	0	0
Robbery	0	0
Runaway	0	0
School Check	0	0
Sex Offense/Adult	0	0
Sex Offense/Juvenile	0	0
Speak To Officer	2	0
Stalking	0	0
Suicide	0	0

Suicide/Attempt	0	0
Suicide/Threats	0	0
Suspicious Activity	6	0
Theft	1	0
Threats	1	0
Traffic Complaint	9	0
Traffic Control	0	0
Traffic Hazard	0	0
Traffic Stop	0	0
Traffic/Drive While Sus/Rev	3	3
Traffic/DUI	0	0
Traffic/No Driver's License	0	0
Traffic/Pursuit	0	0
Trespass Warning Issued	0	0
Trespassing	0	0
Warrant Arrest	1	1
Weapon Violation	0	0
Welfare Check	2	0

Traffic Enforcement

Results for 3/1/2023 - 3/31/2023

Greensburg Police Department > Greensburg PD

MCABEE, MIKE

TICKETS

Tickets	Violation	Description
5	STO 33	SPEEDING

Officer Total:

5

MOORE, JUSTIN

TICKETS

Tickets	Violation	Description
22	STO 33	SPEEDING
2	STO 192	NO DRIVERS LICENSE
2	STO 13	TRAFFIC LIGHT/SIGNAL VIOLATION
1	STO 198	EXPIRED/ILLEGAL TAG

WARNINGS

Warnings	Violation	Description
12	STO 33	SPEEDING
4	STO 198	EXPIRED/ILLEGAL TAG
3	STO 147(c)	DEFECTIVE TAIL LAMPS (TAG LIGHT)
3	STO 126.1	OBSTRUCTING LICENSE PLATE
2	STO 146	DEFECTIVE HEADLAMPS
1	STO 13	TRAFFIC LIGHT/SIGNAL VIOLATION
1	STO 54	TURN SIGNAL VIOLATION
1	STO 181	WINDOW TINT: 1-WAY GLASS/SUN SCREEN

Officer Total:

54

WEBB, AARON

TICKETS

Tickets	Violation	Description
77	STO 33	SPEEDING
3	STO 198	EXPIRED/ILLEGAL TAG
3	STO 200	NO INSURANCE
2	STO 126.2	CELL PHONE/DEVICE USE WHILE DRIVING
2	STO 182.1(a)(1)	SEATBELT (AGE 18+)
1	STO 194	DRIVE WHILE SUSPENDED/REVOKED
1	STO 55	FAIL TO PROPERLY SIGNAL TURN
1	STO 61	FAIL TO YIELD EMERGENCY VEHICLE
1	STO 112.1	LITTERING
1	STO 182	NO CHILD RESTRAINT
1	STO 192	NO DRIVERS LICENSE
1	STO 85	PARKING - PROHIBITED AREA / BLOCKING STREET
1	STO 13	TRAFFIC LIGHT/SIGNAL VIOLATION
1	STO 181	WINDOW TINT: 1-WAY GLASS/SUN SCREEN

WARNINGS

Warnings	Violation	Description
12	STO 33	SPEEDING
3	STO 146	DEFECTIVE HEADLAMPS
2	STO 126.2	CELL PHONE/DEVICE USE WHILE DRIVING
2	STO 126.1	OBSTRUCTING LICENSE PLATE
1	STO 147(a)	DEFECTIVE TAIL LAMPS (RED LIGHTS)
1	STO 195	DRIVE IN VIOLATION OF RESTRICTIONS
1	STO 144	DRIVE W/O HEADLIGHTS
1	STO 46	IMPROPER DRIVING ON LANED ROAD
1	STO 38	LEFT OF CENTER
1	STO 181	WINDOW TINT: 1-WAY GLASS/SUN SCREEN

Officer Total:

121

WOODS, MATTHEW

WARNINGS

Warnings	Violation	Description
44	STO 33	SPEEDING
5	STO 55	FAIL TO PROPERLY SIGNAL TURN
4	STO 147(a)	DEFECTIVE TAIL LAMPS (RED LIGHTS)
3	STO 147(c)	DEFECTIVE TAIL LAMPS (TAG LIGHT)
2	STO 126.2	CELL PHONE/DEVICE USE WHILE DRIVING
2	STO 146	DEFECTIVE HEADLAMPS
2	STO 198	EXPIRED/ILLEGAL TAG
2	STO 59	FAIL TO STOP OR YIELD AT SIGN
2	STO 126.1	OBSTRUCTING LICENSE PLATE
1	STO 143	DEFECTIVE EQUIPMENT
1	STO 165	FAIL TO DIM LIGHTS
1	STO 61	FAIL TO YIELD EMERGENCY VEHICLE
1	STO 46	IMPROPER DRIVING ON LANED ROAD
1	STO 49	IMPROPER TURN
1	STO 182.1(a)(1)	SEATBELT (AGE 18+)
1	STO 113	STOP WHEN TRAFFIC OBSTRUCTED
1	STO 13	TRAFFIC LIGHT/SIGNAL VIOLATION

TICKETS

Tickets	Violation	Description
19	STO 33	SPEEDING
6	STO 198	EXPIRED/ILLEGAL TAG
5	STO 200	NO INSURANCE
3	STO 192	NO DRIVERS LICENSE
1	STO 55	FAIL TO PROPERLY SIGNAL TURN
1	STO 54(a)	UNSAFE LANE CHANGE

Officer Total:

109

Total:

289